



STATE OF MICHIGAN

DEPARTMENT OF COMMUNITY HEALTH
LANSING

JENNIFER M. GRANHOLM
GOVERNOR

JANET OLSZEWSKI
DIRECTOR

June 2005

Dear School Based Services Provider:

Enclosed is an updated Assurance and Understanding of Compliance document for the Michigan Department of Community Health Medicaid School Based Services Fee For Service program. This document has been changed to reflect assurances needed for the new School Based Services Fee For Service rate methodology development and annual reconciliation process. This process includes invoicing the Intermediate School Districts and Detroit Public Schools for a portion of the contract cost of this project. The details of the project are included in Letter L 05-20 issued May 2005.

In order to fully participate as an enrolled Medicaid provider in this program, we are requesting that the Assurance document be signed and returned (mail and/or fax) by July 15, 2005 to the address below:

Edmund Kemp, Director
Program Policy Division
Michigan Department of Community Health
P.O. Box 30479
Lansing, MI 48909-7979

Fax: (517) 335-5136

Thank you for your continued participation in the Medicaid School Based Services Fee For Service program.

Sincerely,

Paul Reinhart, Director
Medical Services Administration

enclosure

L 05-23

Michigan Department of Community Health

ASSURANCES AND UNDERSTANDING OF COMPLIANCE

The _____ Intermediate School District (ISD)/Detroit Public Schools has signed a Medical Assistance Provider Enrollment & Trading Partner Agreement to fully participate as an enrolled Medicaid provider in the Michigan Department of Community Health (MDCH), Medicaid School Based Services Fee For Service Program.

This Assurance and Understanding of Compliance statement is required for participation as part of the provider agreement and becomes effective immediately with the execution of the district's authorized signature. Copies will also be provided to the Michigan Department of Education (MDE). This agreement will be terminated if the Intermediate School District/Detroit Public Schools is disenrolled as a Medicaid provider.

Signature

Print Name

Title

Date

Intermediate School District/Detroit Public Schools

Print Name

The School District understands and agrees to the following:

1. The above-named School District is the enrolled Medicaid provider.
2. The local Interagency Agreement and the Certification and Procedures document between the above-named District and the MDCH that was in place at the time of enrollment with the Fee For Service component of the School Based Services program remains in effect.
3. The Interagency Agreement currently in place between the District and any constituent local districts indicating the leadership role of the District remains intact unless all parties agree to modify the agreement.
4. The District agrees to provide and certify the non-federal share of costs associated with the federal Medicaid reimbursement.
5. In accordance with the conditions set forth in the Medical Assistance Provider Enrollment & Trading Partner Agreement, the District agrees to fully comply with all local, state and federal laws, regulations, guidelines and requirements governing Medicaid providers, including the Medicaid program policy published by the MDCH regarding Medicaid School Based Services.
6. The District agrees to comply with the confidentiality of patient medical records as cited in the Health Insurance Portability and Accountability Act (HIPAA) of 1996, as it applies to billing transactions and the Family Educational Rights and Privacy Act (FERPA). The District will maintain the confidentiality of client/student records and eligibility information received from Medicaid and will use the information only in the administration, technical assistance, and coordination of school-based services direct health care services.
7. The District will extend full cooperation with any activities, including on-site visits by MDCH, its contractors or subcontractors, or the CMS and its representatives or agents, related to the Fee For Service rate methodology development, implementation, operation and annual reconciliation.
8. The District agrees to pay for 60% of the net cost, after federal financial participation, associated with the rate methodology development, implementation and operation, including the annual reconciliation process.
9. The District agrees to cooperate with MDCH staff performing mandated compliance audits (for direct medical services) and single audit reviews (for transportation services).
10. In the case of any federal disallowances or penalties, the District agrees that they are responsible for their 60% of the federal share.